

Ravalli County Airport
LEASE of Airport Premises

1. Parties

This lease is entered into by and between Ravalli County Commissioners, hereafter referred to as Lessor, and

(Name and Address), hereafter referred to as a Lessee.

2. Purpose Of Lease

For and in consideration of the covenants and payments hereinafter provided, the Lessor hereby leases unto the Lessee that certain parcel of the Ravalli County Airport designated as _____ according to the Ravalli County Airport Layout Plan (ALP), consisting of _____ square feet for aviation related purposes. No residential housing is allowed at the airport which includes any residential use of an aircraft hangar or other building. The area to be leased is specifically described in Exhibit A to this document and, by reference, is incorporated into and made part of this lease.

3. Term of Lease

The term of this lease shall be for _____ year(s), commencing on the _____ day of _____, 20_____, and ending on the _____ day of _____, 20_____, unless terminated as provided in Section 10 of this lease. Lease period subject to sale at any time as provided in MCA 7-8-2231(2)(a).

4. Use of Airport Premises

The Lessee shall pay the Lessor an annual fee as set forth in Part 4A, and the business or commercial use Lessee shall pay the Lessor an additional annual fee as set forth in Exhibit B.

This Lease shall be for the usage marked below:

☐ Private use Hangar (Part 4A) – Premises may be used only to hangar recreational and personal use aircraft owned or used by Lessee.

☐ Business Use Hangar (Part 4A and Exhibit B) – Premises may be used only to hangar business use aircraft owned or used by Lessee.

☐ Commercial Space (Part 4A and Exhibit B) – Lessee shall comply with the Ravalli County Airport Commercial Standards and the provisions of Exhibit B. No business may be established that does not serve the aviation community. Use of this Commercial Space shall be limited to: _____

4A. The fee for the ground area occupied by the structure along with all fees assessed by the Ravalli County Commissioners for use of the Airport shall be \$ 0.09 dollars per square foot to be paid in advance of the year due as per the Ravalli County Airport fee schedule.

The Lessor may increase the lease fee in an amount equal to the average percentage of increase in the National Consumer Price Index on July 1, 2010 and at the end of each five-year period after that beginning July 1 of that fiscal year. Initial lease fees will be pro-rated to July 1 of each fiscal year for purposes of billing.

5. Renewal Option

This lease may not be extended beyond its term in accordance with the MCA 7-8-2231(2)(b), however, this lease may be renewed upon proper application.

6. Notice

Any notice or demand required or permitted to be given under this lease must be in writing. Written notice shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, to the addresses specified in this section.

The Lessor representative for purposes under this lease is Ravalli County Commissioners at Ravalli County Administrative Center, 215 S. 4th St., Suite A, Hamilton, MT 59840

The Lessee representative for purpose under this lease is

7. Conditions of Use of Leased Premises

No construction or installation of any above ground and/or underground fuel storage tank dispensing system permanently located on airport grounds will be allowed without prior written permission of Lessor.

The Lessee shall not erect any new structure or modify any existing structure on the leased airport property without first obtaining written permission of the Lessor. All structures on the leased property owned by Lessee shall be maintained in good and presentable condition.

The leased areas, including areas surrounding the hangar or commercial space, must be kept presentable by Lessee. The State of Montana Fire Code requires keeping grass and weeds in the area surrounding the hangar or commercial space mowed and keeping the spaces between leased premises free of obstacles. Lessee shall be responsible for compliance as a condition of this lease. County property surrounding leased premises may not be used for outside storage of any items without the express written permission of the Lessor.

Lessee agrees, as a condition of the lease, to comply with the Ravalli County Airport Rules and Regulations in effect on the date of signing and any changes of the Rules and Regulations that may be implemented during the term of the lease.

8. Compliance with Local, State and Federal Laws

The Lessee shall comply with all applicable Ordinances, Regulations, and government Resolutions in the use and occupancy of this lease. The Lessor shall have the right, through its agents or agents of other appropriate governmental agencies, for reasonable ingress and egress, to inspect the premises to assure that Lessee is in compliance with the terms of this lease.

9. Insurance Specifications

The Lessee shall be responsible for acquiring whatever insurance the Lessee deems necessary to safeguard the Lessee's interest in the Lessee's property on the airport and, in this regard, expressly covenants and agrees to assert no claim against Lessor as a result of loss or damage to any business or property built or stored on subject airport belonging to Lessee resulting from actions of any third party.

The Lessee hereby covenants and agrees to take whatever steps the Lessee sees fit to take in protecting the Lessee's person and property from loss or damage as the result of vandalism, malicious mischief, theft, or kindred losses, and, in this regard, agrees to assert no such claim against the Lessor incident thereto. All losses suffered by the Lessee resulting from the criminal activity of others shall be reported to the Ravalli County Sheriff's Department. The Lessor assumes no responsibility for such losses.

10. Termination

Either party may terminate this lease by written notice if the other party defaults in performance of their terms and conditions of this lease and fails to cure such default within thirty (30) days after written notice of such default.

The Lessee shall not be liable to the Lessor for any amount which would have been payable in the future had this lease not been terminated under this section. The Lessee shall be liable to the Lessor only for the amount owed to the Lessor up to the date the Lessee vacates the premises.

The Lessee shall have the right to remove a constructed hangar or commercial building from said property prior to the scheduled end of the term of this lease as set forth in Section 3, or any extension or renewal thereof. If Lessee does not remove said improvements within such allotted time, they shall then become the property of Lessor without further action on the part of Lessor or Lessee. If Lessee does remove the improvements, he shall restore the leased real property to its original condition, or the condition agreed to in writing by Lessor, prior to the scheduled end of the term of this lease as set forth in Section 3.

11. Holdover Tenancy

In the event the Lessee holds the leased land beyond the terms of this lease, in the absence of a written agreement to the contrary, it shall be deemed a month-to-month tenancy subject to all terms and conditions of this lease. Either the Lessor or the Lessee, by means of a 30-day written notice delivered prior to the beginning of the final month of this lease or at any time thereafter, may terminate this holdover tenancy at any time.

12. Venues and Interpretation

The laws of Montana govern this lease. The parties agree that any litigation concerning this lease must be brought in the 21st Judicial District, in and for the County of Ravalli, State of Montana, and the prevailing party shall be entitled to attorney fees and expenses.

13. Sublease

The Lessee may not assign or sublet this lease without prior written consent of Lessor.

14. Hold Harmless and Indemnification Clause

Lessee will indemnify and hold harmless County of Ravalli, Ravalli County Commissioners, Ravalli County Airport Advisory Board and any of their employees from any loss, liability or expense for injury to or death to any person, or loss or destruction of any property caused by Lessee's negligent use or occupancy of the leased premises.

15. Environmental hazards

The Lessee agrees that all solid wastes will be properly disposed of off site in accordance with Montana Law. It is the responsibility of the Lessee to have such waste disposed of off site in a timely matter.

All hazardous wastes (including without limitation ignitable, corrosive, reactive or toxic materials) are to be properly disposed of off site in accordance with Federal and Montana laws and regulations. It is the responsibility of the Lessee to have the waste disposed of off site in the time frame required by the Resource, Conservation and Recovery Act. In the event that the Lessee leaves wastes on the property, the Lessor will have the wastes properly disposed of at the expense of the Lessee. In the event legal action is taken to enforce the Lessee's obligations hereunder Lessor shall be entitled to recover its expenses, including attorney fees and costs.

All hazardous materials located on the leased premises must be appropriately labeled and stored.

In the event that a hazardous material spill occurs on the property the Airport Manager must be notified immediately. It is the responsibility of the Lessee to have the spill cleaned up promptly. In the event that drains or floor sumps are contaminated, it will be the responsibility of the Lessee to clean up those systems.

Lessee shall be aware and knowledgeable of these significant penalties for improperly disposing of the wastes or submitting false information, including the possibility of fine and imprisonment for violations.

16. Lease Approval

This entire lease, in addition to any change, alteration, or renewal thereof, addendum, amendment, or letter of understanding, is subject to prior approval by Ravalli County Commissioners.

17. Rescission of Prior Agreements

Upon execution, this Lease rescinds and replaces any pre-existing lease or other agreement between the parties and/or their predecessors in interest pertaining to the property which is the subject of this Lease.

18. Severability/Entire Contract

If any provision of this lease is held to be illegal or void, the validity of the remaining items shall not be affected. This lease agreement consists of six (6) numbered pages and three (3) attachments labeled "Exhibit A", "Exhibit B", and "Exhibit C". This document contains the entire agreement of both parties. Any alteration or modification to this lease requires a written amendment signed by both parties.

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IN WITNESS WHEREOF, the parties have signed this agreement this _____ day
of _____, 20_____.

Lessee

STATE OF MONTANA)
)ss
COUNTY OF RAVALLI)

On _____ personally appeared before me
_____ and _____,
known to me to be the persons whose names are subscribed to the foregoing
document, and acknowledged to me that they executed the same as
_____ who acknowledged to me that he/she executed the
document as Lessee.

IN WITNESS WHEREOF, I have affixed my signature and official seal
the day and year first above written.

Notary Public for State of Montana
Residing at _____, Montana
My Commission expires _____

RAVALLI COUNTY COMMISSIONERS
Lessor

By _____
Chairperson

Attest: _____
Ravalli County Clerk and Recorder

Ravalli County Airport
Exhibit B - Provisions relating to leases for Business Use Hangars and
Commercial Space

1. As additional consideration for the privilege of using the leased premises for business or commercial related activities, the Lessee shall pay the Lessor an annual commercial use fee in the amount of \$120.00, as per the Ravalli County Airport fee schedule.
2. Temporary commercial operations and/or special needs/circumstances will be addressed on an individual basis as necessary. Any commercial activity taking place on Ravalli County Airport property shall be approved in writing prior to commencing the commercial activity requested.
3. The Lessee shall provide a policy of liability insurance issued by an insurance company acceptable to Lessor, protecting against personal injury or property damage resulting from the actions, or failure to act, of Lessee or its agents with coverage in the amount of at least \$_____. The Lessor shall be named as an additional loss payee. Failure to acquire and maintain such liability insurance shall be cause for immediate termination of this lease.

**Ravalli County Airport
Exhibit C- New Construction**

1. Approval Procedures for New Construction

The following procedures are established to facilitate the lease of Ravalli County Airport property for the purpose of new construction. For purposes of this Exhibit C, the term “hangar” includes commercial buildings constructed pursuant to a Commercial Space lease.

- 1A. Requests for lease of Ravalli County Airport property for the purpose of new hangar construction shall be submitted to the Airport manager in the form of a letter.

1A (a). The letter of request shall include the proposed construction site, the proposed dates of construction start and completion, and a scaled drawing of the proposed hangar building, indicating the type of construction and hangar width, depth, and height dimensions. The letter of request shall affirm that the proposed hangar will conform to the “Uniform Construction Requirements for Individual Hangars” (section 2 below) on Ravalli County Airport property.

1A (b). On any development, a one-time fee in the amount set forth in the current Ravalli County Airport fee schedule shall accompany the letter of request. Checks shall be made payable to Ravalli County. It is to be understood that this fee is for common use of the Ravalli County Airport facilities such as mowing, snow removal, light maintenance, etc. It is not for providing utility hook-ups or hangar ramp construction. These are the sole responsibility of the hangar owner unless otherwise stated in writing and approved by the Ravalli County Commissioners.

1A (c). Address the letter of request to: Airport Manager, Ravalli County Airport, Ravalli County Administrative Center, 215 S. 4th St., Suite A, Hamilton, MT 59840

- 1B. Following receipt of a letter of request, the airport manager will verify conformity of the proposed new hangar with the “Uniform Construction Requirements for Individual Hangars” (section 3 below) and submit the letter of request to the Ravalli County Commissioners with a recommendation for either approval or disapproval.

1B (a). In the event that the request is disapproved by the Ravalli County Commissioners, the Airport manager will communicate, in writing, to the person(s) initiating the request, the reason(s) for disapproval.

- 1C. Upon approval of the request by the Ravalli County Commissioners, the Airport Manager will prepare and submit the request to the regional office of the Federal Aviation Administration, FAA Form 7460-1, together with the scaled drawing of the proposed new hangar building.
- 1D. Upon receipt of regional FAA office approval, the Airport Manager will prepare a Hangar Ground Lease agreement.
- 1E. Ground shall not be broken until a Hangar Ground Lease agreement has been fully executed.

2. Uniform Construction Requirements for Individual Hangars

- 2A. Construction of hangars at Ravalli County Airport must conform to all requirements of the airport rules and regulations.
- 2B. Foundations and hangar location:
 - 2B (a). Foundations must be a concrete slab.
 - 2B (b). Hangar side and rear walls must be ten (10) feet minimum from the lot boundary and twenty (20) feet minimum from the nearest existing structure unless any other distances are agreed to in writing and approved by the Ravalli County Commissioners.
 - 2B (c). The front wall must be a minimum of fifty (50) feet off the taxiway centerline for "E" and "W" location hangars and aligned with existing hangars. For the area south of the current Blocks 6 and 7, the hangars must be built a minimum of sixty-five (65) feet from the taxiway centerline and one hundred thirty (130) feet minimum between hangar fronts.
- 2C. The frame construction may be either wood or metal or a combination of wood and metal.
- 2D. Sidewalls and roofing exteriors are to be metal, either Delta Rib or corrugated style, or a compatible exterior approved by the Ravalli County Commissioners.
 - 2D (a). Sidewalls are to be a minimum of twelve (12) feet high.
 - 2D(b). The hangar size is to be a minimum of forty (40) by forty (40) feet or sixteen hundred (1600) square feet.

- 2E. Accessories:
 - 2E (a). A main door is required, but the type and style is optional. The door must be installed within one year after completion of the main structure.
 - 2E (b). The location and style of other doors and windows is optional.
 - 2E (c). Utilities must be underground. Lessee is totally responsible for their utilities including but not limited to electric power, gas, water, sewer and phone.
- 2F. Exterior colors must be harmonious with existing structure.
 - 2F (a). All proposed combinations must receive prior acceptance by the Ravalli County Commissioners.
 - 2F (b). The manufacturer's color may be retained on man sliding or bi-fold doors with prior acceptance by the Ravalli County Commissioners.
- 2G. If the Lessee has a front-located water well, it must be a maximum distance from the taxiway to pose no hazard to passing aircraft.
- 2H. Hangar aprons are to be of a non-transferable material and must be culverted to allow for contoured drainage.

3. General Information on Hangar Site Leases and Construction

- 3A. When proposing construction or alteration of a hangar at Ravalli County Airport, use Form FAA 7460-1 and a scaled drawing of the proposed hangar for submission to the FAA regional office.
- 3B. A building permit/plan review application must be submitted to the Montana Department of Commerce- Building Codes Bureau at P.O. Box 200517, Helena, MT 59620 (telephone- 1-406-444-4239).
- 3C. FAA regulations require specified distances from the taxiway center line to the front of the hangar, depending on the type of aircraft. Lessees (hangar owners) are wholly responsible for all construction costs for the access from/to their hangar and the airport taxiway.
- 3D. Completion of Hangar Construction within 18 months of the beginning of the lease term. This date may be extended following a written application and approval by the Commissioners.
- 3E. Excavated soil from the hangar construction site shall be piled at an airport

location to be determined by the Airport Manger. Excavated soil is the property of the Ravalli County Airport.